

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

If you are in any doubt about the contents of this document and/or the action you should take, you are recommended immediately to seek your own independent financial advice from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser (being, in the case of persons resident in the United Kingdom, any person, organisation or firm authorised under the Financial Services and Markets Act 2000 (as amended), or, in the case of persons resident in Ireland, any person, organisation or firm authorised or exempted pursuant to the Irish Investment Intermediaries Act 1995 or the Irish Stock Exchange Act 1995, or, in the case of persons resident in a territory other than the United Kingdom and Ireland, an appropriately authorised independent financial adviser in that territory). If you have sold or otherwise transferred, or if you sell or otherwise transfer, all of your Ordinary Shares in Amryt Pharma plc, please send this document, and any accompanying documents, as soon as possible to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.



## **AMRYT PHARMA PLC**

### **NOTICE OF GENERAL MEETING**

to be held at the Company's headquarters at 45 Mespil Road, Dublin 4, Ireland

at 2:00 p.m. GMT (9:00 a.m. EST) on March 2, 2022

**Amryt Pharma plc**

Incorporated in England and Wales with registered number 12107859

**Registered office**

Dept 920a, 196 High Road, Wood Green, London N22 8HH, United Kingdom

**Directors**

Ray Stafford (Non-executive Chairman)  
Dr. Joseph Wiley (Chief Executive Officer)  
George Hampton (Non-executive Director)  
Rajkumar Kannan (Non-executive Director)  
Dr. Roni Mamluk (Non-executive Director)  
Dr. Alain Munoz (Non-executive Director)  
Donald Stern (Non-executive Director)  
Dr. Patrick Vink (Non-executive Director)  
Stephen Wills (Non-executive Director)

**Company Secretary**

Rory Nealon

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## LETTER FROM THE CHAIRMAN

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Dear Shareholder

I am pleased to enclose the notice convening a general meeting of members of Amryt Pharma plc (the “**Company**”) to be held at the Company’s headquarters at 45 Mespil Road, Dublin 4, Ireland at 2:00 p.m. GMT (9:00 a.m. EST) on March 2, 2022. The notice of general meeting can be found on pages 7 to 11 of this document, and an explanation of the resolutions to be proposed at the Meeting and on which you are invited to vote can be found on pages 4 to 6 of this document.

Capitalised terms used in this document shall have the meaning given to them on pages 12 to 13 of this document.

### Meeting arrangements

The Directors have decided to hold the Meeting at the Company’s headquarters in Dublin, Ireland at 2:00 p.m. GMT (9:00 a.m. EST) on March 2, 2022. The health and welfare of our Shareholders and colleagues is our priority in making arrangements for the Meeting. Therefore, in planning the Meeting, we have been mindful above all of the need to ensure a COVID-secure meeting with appropriate social distancing for any Shareholders who might wish, subject to the UK and Irish Governments’ ongoing guidance on public gatherings relating to the COVID-19 pandemic, to attend the Meeting in person. The Company continues to closely monitor the evolving situation in respect of COVID-19.

The Meeting will take place at the time, date and venue stated above. **Shareholders are strongly encouraged to vote in advance of the Meeting by appointing the Chairman of the Meeting as their proxy. This means that the Chairman of the Meeting will be able to vote on their behalf, and in accordance with their instructions, at the Meeting.**

We will continue to monitor developments, including the latest UK and Irish Governments’ measures relating to COVID-19, and in the event that the Meeting arrangements change, the Company will issue an announcement via our website at <https://amrytpharma.com/newsroom/>. Any Shareholder or proxy attending the Meeting is required to provide proof of a negative result of a COVID-19 antigen test (taken no more than 48 hours prior to the Meeting) on arrival to the Meeting. If you are experiencing any of the symptoms connected with Covid-19 or are a close contact of someone with COVID-19, we would ask that you please do not attend the Meeting.

To support engagement with our Shareholders, the Company intends to provide a telephone facility to allow Shareholders to listen to the formal business of the Meeting. Any such Shareholder participation via the telephone facility will not constitute formal attendance at the Meeting, and Shareholders will not be able to vote on any resolutions via the telephone facility. **We, therefore, strongly encourage you to register your vote in advance in the ways described below, under the heading “Action to be taken”.**

**The dial-in numbers for Shareholders (or their duly appointed proxies or corporate representatives) to access the telephone facility are as follows: Ireland: +353 (0) 1 506 0626; UK: +44 (0) 203 009 5709 and US: +1 646 787 1226 (Passcode: 4345819).** Please note that if you appoint any person other than the Chairman of the Meeting as your proxy, that person will need to attend the Meeting in person to cast your vote as directed. Such person will not be deemed to have attended the Meeting in person by dialling into the telephone facility.

The Company also encourages Shareholders to submit questions to, or raise matters of concern in relation to the formal business of the Meeting with, the Board by email to [ir@amrytpharma.com](mailto:ir@amrytpharma.com), to arrive by no later than 2:00 p.m. GMT (9:00 a.m. EST) on February 25, 2022. Please include your full name and contact details. The Company will endeavour to answer any questions received by Shareholders by the time specified above during the Meeting.

The Board will keep the situation under review and may need to make changes to the arrangements relating to the Meeting, including how it is conducted, and Shareholders should therefore continue to monitor the Company’s website for any update.

Thank you for your understanding as we all work together to keep everyone safe and support our patients, partners, colleagues and you, our Shareholders.

### **Action to be taken**

Your vote is important and, in light of the evolving situation due to COVID-19, **Shareholders are strongly encouraged to vote in advance of the Meeting by appointing the Chairman of the Meeting as their proxy. This means that the Chairman of the Meeting will be able to vote on their behalf, and in accordance with their instructions, at the Meeting.**

**Proxy appointments should be provided as soon as possible and must be received by no later than 2:00 p.m. GMT (9:00 a.m. EST) on February 28, 2022 in order to be valid.**

Full details relating to the appointment of a proxy is set out on pages 8 to 11 of this document in the notes to the notice of general meeting and on the accompanying Form of Proxy.

If you have any questions about this document or the Meeting, please contact the Company's registrar, Link Group, on +44 (0)371 664 0300. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Alternatively, you may submit a request in writing to Link Group by post to PXS 1, Link Group, Central Square, 29 Wellington Street, Leeds, LS1 4DL, United Kingdom or by email to [shareholderenquiries@linkgroup.co.uk](mailto:shareholderenquiries@linkgroup.co.uk). Please note that Link Group cannot provide advice on the merits of the proposals referred to in this document or give any financial, legal or tax advice.

### **Accounts**

Copies of the Company's financial statements, together with the respective Directors' and auditor's reports thereon, for the periods from incorporation of the Company on July 17, 2019 to July 31, 2020 and from August 1, 2020 to December 31, 2020 are available on our website at [www.amrytpharma.com/investors/reports](http://www.amrytpharma.com/investors/reports). If you have not received printed copies, please contact the Company's registrar, Link Group, using the contact details set out above.

### **General Meeting Resolutions**

The Meeting has been convened to deal with several routine matters that require approval from Shareholders as set out in the explanatory notes on pages 4 to 6 of this document. The Meeting is not an annual general meeting and the annual general meeting for the Company for 2022 will be held later in the year.

Shareholders are invited to vote on the resolutions outlined on page 7 of this document, explanations of which can be found on pages 4 to 6 of this document. The notice of general meeting can be found on pages 7 to 11 of this document.

### **Recommendation**

The Directors are of the opinion that all resolutions which are to be proposed at the Meeting are in the best interests of the Company and Shareholders as a whole and are therefore likely to promote the success of the Company. The Directors unanimously recommend that you vote in favour of all resolutions which are to be proposed at the Meeting, as they intend to do in respect of their own beneficial holdings which amount in aggregate to 5,420,681 Ordinary Shares, representing approximately 2 per cent. of the issued share capital of the Company (excluding any Ordinary Shares held in treasury) as at the Latest Practicable Date.

Yours sincerely,

**Ray Stafford**

Chairman

February 2, 2022

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## EXPLANATORY NOTES TO THE GENERAL MEETING RESOLUTIONS

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The following notes give an explanation of the proposed resolutions set out in the notice of general meeting on page 7 of this document.

Resolutions 1 to 4 (inclusive) are being proposed at the Meeting as ordinary resolutions, meaning that for each of those resolutions to be passed the approval of a simple majority of votes cast (in person or by proxy) at the Meeting is required.

### Ordinary Resolutions

#### Resolution 1: Approval of Share Repurchase Contracts and Counterparties

Following the Company's delisting from the AIM market of the London Stock Exchange, which became effective on January 11, 2022, the Company may only repurchase its Ordinary Shares (including Ordinary Shares represented by ADSs) in accordance with the Companies Act procedures for "off-market purchases". As such, these repurchases may only be made pursuant to a form of share repurchase contract that has been approved by Shareholders. In addition, the Company may only conduct share repurchases with counterparties approved by Shareholders. These approvals, if granted, will be valid for five years.

Approval of the forms of contract and counterparties is not an approval of the amount or timing of any repurchase activity. There can be no assurance as to whether the Company will repurchase any of its Ordinary Shares or as to the amount of any such repurchases or the prices at which such repurchases may be made.

The Company is seeking authority to make off-market purchases of its Ordinary Shares (including Ordinary Shares represented by ADSs) pursuant to this resolution. In certain circumstances, it may be advantageous for the Company to purchase its own shares. If this proposal is approved, the Board may approve the repurchase of Ordinary Shares (including Ordinary Shares represented by ADSs). The Directors will exercise this power only when, in light of market conditions prevailing at the time, they believe that the effect of such purchases will be in the best interests and to the corporate benefit of Shareholders generally. The Directors consider it to be desirable for this general authority to be available to provide flexibility in the management of the Company's capital resources.

#### Material Contract Terms

The Company is seeking the approval of Shareholders of two forms of share repurchase contract (the "**Share Repurchase Contracts**"):

- The form of agreement attached as Appendix A to this document provides that the counterparty will purchase Ordinary Shares (including Ordinary Shares represented by ADSs) at such prices and in such quantities as the Company may instruct from time to time, subject to the limitations set forth in Rule 10b-18 of the Securities Exchange Act of 1934 (the "**Exchange Act**"). The agreement provides that the counterparty will purchase the Ordinary Shares as principal and sell any Ordinary Shares purchased to the Company.
- The form of agreement attached as Appendix B to this document is a form of repurchase plan that the Company may enter into from time to time pursuant to Rule 10b-5 of the Exchange Act to purchase a specified dollar amount of Ordinary Shares (including Ordinary Shares represented by ADSs) each day if the ADSs are trading below a specified limit price. The amount to be purchased each day, the limit price, and the total amount that may be purchased under the agreement will be determined at the time the plan is executed. The agreement provides that the

counterparty will purchase the Ordinary Shares as principal and sell any Ordinary Shares purchased to the Company.

#### Counterparties for Approval

The Company may only enter into Share Repurchase Contracts with counterparties approved by its Shareholders. The Company, therefore, seeks approval to conduct repurchases through the following counterparties (“**Counterparties**”) (or their subsidiaries or affiliates from time to time):

- Canaccord Genuity LLC.
- Cantor Fitzgerald & Co;
- Maxim Group LLC;
- Shore Capital Stockbrokers Limited;
- Stifel Nicolaus Europe Limited; and
- SVB Leerink;

Copies of the Share Repurchase Contracts and the list of the Counterparties will be made available for Shareholders to inspect at the Company’s registered office at Dept 920A, 196 High Road, Wood Green, London N22 8HH, United Kingdom, for the period of 15 days ending on the date of the Meeting. Copies of the Share Repurchase Contracts and the list of the Counterparties will also be available for inspection at the Meeting.

#### **Resolution 2: To receive and approve the financial statements**

The Company was incorporated under the Companies Act on July 17, 2019 to become the holding company of the Amryt group. For administrative purposes under the Companies Act, the Company has prepared financial statements at the Company level, together with the respective Directors’ and auditor’s reports thereon, for the periods from incorporation of the Company to July 31, 2020 (referred to herein as the July 2020 Report) and from August 1, 2020 to December 31, 2020 (referred to herein as the December 2020 Report). Resolution 2 is to receive and adopt the July 2020 Report and the December 2020 Report. Consolidated financial statements of the Company for the year ended December 31, 2020 were posted to the Shareholders and approved at the general meeting on July 28, 2021.

Copies of the July 2020 Report and the December 2020 Report are available on the Company’s website at [www.amrytpharma.com/investors/reports/](http://www.amrytpharma.com/investors/reports/).

#### **Resolution 3: Directors’ Remuneration Reports**

All UK incorporated companies that are “quoted companies” under the Companies Act are required to submit their directors’ remuneration report to shareholders on an annual basis. As such, Shareholders are being asked to approve, on a non-binding advisory basis, the Directors’ remuneration reports, other than the part containing the Directors’ remuneration policy, which are contained in the July 2020 Report and the December 2020 Report.

The vote is advisory only, pursuant to the Companies Act, and the Directors’ entitlement to receive remuneration is not conditional on it. Payments made or promised to Directors will not have to be repaid, reduced, or withheld in the event that the resolution is not passed.

The resolution and vote are a means of providing Shareholder feedback to the Board. The Board values Shareholders’ feedback, and the Remuneration Committee will review and consider the outcome of the vote in connection with the ongoing review of the Company’s executive Director and non-executive Director compensation programs.

#### **Resolution 4: Directors’ Remuneration Policy**

Shareholders are being asked to approve our Directors’ remuneration policy, in the form set out in the Directors’ remuneration report in the December 2020 Report (which is substantially the same as that set out in the Directors’ remuneration report in the July 2020 Report). The Directors’ remuneration policy describes the

Company's forward-looking policy on Directors' remuneration and applies to the executive Directors and non-executive Directors.

The Directors' remuneration policy is subject to a binding Shareholders' vote by ordinary resolution at least once every three years. If approved, the Directors' remuneration policy will take effect immediately after the end of the Meeting. On approval of the Directors' remuneration policy, all payments by the Company to its Directors and former Directors will be made in accordance with the Directors' remuneration policy, unless a payment has been separately approved by a shareholder resolution.

If the Directors' remuneration policy is not approved at the Meeting, the Company will incur additional expenses to comply with the Companies Act as it will be required to hold additional Shareholder meetings until a policy is approved. In addition, if the Directors' remuneration policy is not approved, the Company may not be able to pay expected compensation to its Directors, including the Chairman and Chief Executive Officer, which could materially harm its ability to attract and retain quality directors and executives and to manage its business.

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## NOTICE OF GENERAL MEETING

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### AMRYT PHARMA PLC

(incorporated and registered in England and Wales under company number 12107859)

#### NOTICE OF GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that a general meeting of Amryt Pharma plc (the “**Company**”) will be held at the Company’s headquarters at 45 Mespil Road, Dublin 4, Ireland at 2:00 p.m. GMT (9:00 a.m. EST) on March 2, 2022 for the purpose of considering and, if thought fit, passing the following resolutions which are being proposed as ordinary resolutions. Unless otherwise defined in this notice, capitalised terms used in this notice shall have the meaning given to them on pages 12 to 13 of the document of which this notice forms part.

#### ORDINARY RESOLUTIONS

1. To approve:
  - (a) the form of share repurchase contracts (the “**Share Repurchase Contracts**”), copies of which are appended to this document, for the purchase by the Company of such number of its ordinary shares of £0.06 each (including ordinary shares represented by American Depositary Shares), at such prices as may be agreed pursuant to the terms of a Share Repurchase Contract, and the Company be and is hereby authorised to enter into any Share Repurchase Contract negotiated and agreed with a Counterparty (as defined in subsection (b) below); and
  - (b) the counterparties with whom the Company may enter into a Share Repurchase Contract, being the counterparties (or their subsidiaries or affiliates from time to time) included in this document (the “**Counterparties**”),

*provided that*, unless previously renewed, varied, or revoked by the Company at a general meeting, this authority shall expire on the fifth anniversary of the Meeting.

2. To receive and adopt: (a) the financial statements of the Company for the period from incorporation of the Company on July 17, 2019 to July 31, 2020, together with the Directors’ and auditor’s reports thereon (the “**July 2020 Report**”); and (b) the financial statements of the Company for the period from August 1, 2020 to December 31, 2020, together with the Directors’ and auditor’s reports thereon (the “**December 2020 Report**”).
3. To approve: (a) the Directors’ remuneration report (excluding the directors’ remuneration policy set out on pages 20 to 23 of the Directors’ remuneration report), as set out in the July 2020 Report; and (b) the Directors’ remuneration report (excluding the directors’ remuneration policy set out on pages 22 to 25 of the Directors’ remuneration report), as set out in the December 2020 Report.
4. To approve the Directors’ remuneration policy as set out on pages 22 to 25 of the Directors’ remuneration report as set out in the December 2020 Report, which takes effect immediately after the end of the Meeting.

Dated: February 2, 2022

#### BY ORDER OF THE BOARD

**Rory Nealon**

Company Secretary

Registered Office:

Dept 920a  
196 High Road  
Wood Green  
London N22 8HH  
United Kingdom

## NOTES

The following guidance notes explain your general rights as a Shareholder and your right to attend and vote at the Meeting or to appoint someone else to vote on your behalf.

1. The Company continues to closely monitor the evolving situation in respect of COVID-19. The health and welfare of our Shareholders and colleagues is our priority in making arrangements for the Meeting. Therefore, in planning the Meeting, we have been mindful above all of the need to ensure a COVID-secure meeting with appropriate social distancing for any Shareholders who might wish, subject to UK and Irish Governments' ongoing guidance on public gatherings relating to the COVID-19 pandemic, to attend the Meeting in person. **Shareholders are strongly encouraged to vote in advance of the Meeting by appointing the Chairman of the Meeting as their proxy. This means that the Chairman of the Meeting will be able to vote on their behalf, and in accordance with their instructions, at the Meeting.**
2. To support engagement with Shareholders, the Company intends to provide a telephone facility to allow Shareholders to listen to the formal business of the Meeting. Any such Shareholder participation via the telephone facility will not constitute formal attendance at the Meeting, and Shareholders will not be able to vote on any resolutions via the telephone facility. The dial-in numbers for Shareholders (or their duly appointed proxies or corporate representatives) to access the telephone facility are as follows: Ireland: +353 (0) 1 506 0626; UK: +44 (0) 203 009 5709 and US: +1 646 787 1226 (Passcode: 4345819). Please note that if you appoint any person other than the Chairman of the Meeting as your proxy, that person will need to attend the Meeting in person to cast your vote as directed. Such person will not be deemed to have attended the Meeting in person by dialling into the telephone facility. The Company also encourages Shareholders to submit questions to, or raise matters of concern in relation to the formal business of the Meeting with, the Board by email to [ir@amrytpharma.com](mailto:ir@amrytpharma.com), to arrive by no later than 2:00 p.m. GMT (9:00 a.m. EST) p.m. on February 25, 2022. Please include your full name and contact details. The Company will endeavour to answer any questions received by Shareholders by the time specified above during the Meeting. The Board will keep the situation under review and may need to make changes to the arrangements relating to the Meeting, including how it is conducted, and Shareholders should therefore continue to monitor the Company's website for any update.
3. To be entitled to attend and vote at the Meeting (or any adjournment thereof) (and for the purpose of the determination by the Company of the number of votes that can be cast thereat), Shareholders must be registered in the register of members of the Company as at 6:00 p.m. on February 28, 2022 (or, in the case of any adjournment of the Meeting, no later than 48 hours (excluding any part of a day that is not a Business Day) before the time appointed for the holding of the adjourned general meeting). Changes to the register of members of the Company after the relevant deadline shall be disregarded in determining the rights of any person to attend and vote at the Meeting (or any adjournment thereof). **However, as set out in note 1, the Board strongly encourages Shareholders to vote on all resolutions being proposed at the Meeting by lodging a completed Form of Proxy or submitting an electronic filing via the share portal service or a proxy instruction via the CREST proxy voting service, and appointing the Chairman of the Meeting as their proxy to cast their votes as directed.**
4. Shareholders, or their proxies, entitled to attend the Meeting (or any adjournment thereof) in person are requested, if possible, to arrive at the venue at least 20 minutes prior to the commencement of the Meeting at 2:00 p.m. GMT (9:00 a.m. EST) on March 2, 2022 (or, in the case of any adjournment of the Meeting, the relevant time and date of the adjourned general meeting) so that their shareholding may be checked against the Company's register of members and attendances recorded. Any Shareholder or proxy attending the Meeting is required to provide proof of a negative result of a COVID-19 antigen test (taken no more than 48 hours prior to the Meeting) on arrival to the Meeting. If you are experience any of the symptoms connected with Covid-19 or are a close contact of someone with COVID-19, we would ask that you please do not attend the Meeting.
5. **A Shareholder who is entitled to attend and vote at the Meeting (or any adjournment thereof) is entitled to appoint another person or persons as its proxy or proxies to exercise all or any of the Shareholder's rights to attend and vote at the Meeting (or any adjournment thereof). If a Shareholder wishes to appoint more than one proxy, each proxy must be appointed to exercise the rights attached to a different Ordinary Share or Ordinary Shares held by the Shareholder. A proxy need not be a member of the Company but must attend the Meeting (and any adjournment thereof).** You can (and are strongly encouraged by the Board to) appoint the Chairman of the Meeting as your proxy. If you wish to appoint someone other than the Chairman of the Meeting, insert the full name of your appointee in the appropriate box. If you sign and return the Form of Proxy with no name inserted in the box, the Chairman of the Meeting will be deemed to be your proxy.

6. If you wish to appoint a proxy please use the Form of Proxy enclosed with this notice of general meeting. Instructions for use are shown on the form. If you wish to appoint more than one proxy, you may: (a) photocopy the Form of Proxy, fill in the name of the proxy and the number of Ordinary Shares in respect of which the proxy is appointed and send the multiple forms together to Link Group at the address in note 11; or alternatively (b) call or email Link Group on the number in note 22 who will then issue you with multiple Forms of Proxy. Please also indicate by ticking the box provided if the proxy instruction is one of multiple instructions being given. Please ensure that for each proxy appointed in this way, you fill in, in the box provided, the number of Ordinary Shares in respect of which each proxy is appointed. If you are appointing a proxy in relation to less than your full voting entitlement, please enter in the box provided the number of Ordinary Shares in relation to which they are authorised to act as your proxy. If left blank your proxy will be deemed to be authorised in respect of your full voting entitlement (or if the Form of Proxy has been issued in respect of a designated account for a Shareholder, the full voting entitlement for that designated account). All Forms of Proxy must be signed and should be returned together in a single envelope, rather than posted separately, if possible.
7. To direct your proxy how to vote on the resolutions being proposed at the Meeting mark the appropriate box with an 'X'. If no voting indication is given, your proxy will vote, or abstain from voting, at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the Meeting. The 'vote withheld' option is to enable you to abstain on any of the resolutions. However, it should be noted that a vote withheld is not a vote in law and will not be counted in the proportion of votes 'for' and 'against' the relevant resolution.
8. In the case of joint Shareholders, only one need sign the Form of Proxy. The vote of the senior joint Shareholder will be accepted to the exclusion of the votes of the other joint Shareholders. For this purpose, seniority will be determined by the order in which the names of the Shareholders appear in the register of members of the Company in respect of the joint shareholding.
9. A corporation should execute the Form of Proxy under its common seal or otherwise in accordance with section 44 of the Companies Act or by signature on its behalf by a duly authorised officer or attorney whose power of attorney or other authority should be enclosed with the Form of Proxy.
10. Any power of attorney or any other authority under which the Form of Proxy is signed (or a duly certified, or notarially authenticated copy if executed outside the UK, copy of such power or authority) must be included with the Form of Proxy.
11. On completing the Form of Proxy, sign and return it (together with any other Form of Proxy completed and signed by you (please refer to note 6)) to Link Group using the pre-paid envelope provided for use in the UK. If sending from outside the UK, the correct postage will need to be applied. You may, if you prefer, return the Form of Proxy in a sealed stamped envelope to the address referred to below in this note 11. To be valid, the Form of Proxy, together with any power of attorney or other authority under which the Form of Proxy is signed (or a duly certified, or notarially authenticated copy if executed outside the UK, copy of such power or authority) must be received at the offices of PXS 1, Link Group, Central Square, 29 Wellington Street, Leeds, LS1 4DL, United Kingdom by no later than 2:00 p.m. GMT (9:00 a.m. EST) on February 28, 2022 (or, in the case of any adjournment of the Meeting, no later than 48 hours (excluding any part of a day that is not a Business Day) before the time appointed for the holding of the adjourned general meeting). Please return the Form of Proxy by hand or by post (during normal business hours) to PXS 1, Link Group, Central Square, 29 Wellington Street, Leeds, LS1 4DL, United Kingdom.
12. Shareholders who hold through CREST and who wish to appoint a proxy through the CREST proxy voting service for the Meeting (or any adjournment thereof) may do so by using the procedures described in the CREST Manual (available at [www.euroclear.com](http://www.euroclear.com)). CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider, should refer to their CREST sponsor or voting service provider, who will be able to take the appropriate action on their behalf.
13. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instruction, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by the issuer's agent (ID: RA10) by the latest time for receipt of proxy appointments specified below. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry

to CREST in the manner prescribed by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

14. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider takes) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001 (SI 2001/3755).
15. If you submit your proxy electronically through CREST, to be valid, the appropriate CREST messages relating to the appointment of a proxy or an instruction to a previously appointed proxy, which are to be transmitted through CREST, must be transmitted so as to be received by the issuer's agent (ID RA10) by no later than 2:00 p.m. GMT (9:00 a.m. EST) on February 28, 2022 (or, in the case of any adjournment of the Meeting, no later than 48 hours (excluding any part of a day that is not a Business Day) before the time appointed for the holding of the adjourned general meeting).
16. Alternatively, you can submit your proxy vote via the internet through the share portal service at [www.signalshares.com](http://www.signalshares.com). To do so, you will need to log on to your share portal account or register for the share portal if you have not already done so. To register for the share portal you will need your investor code. Once registered, you will immediately be able to vote. For an electronic proxy appointment to be valid, the appointment must be received no later than 2:00 p.m. GMT (9:00 a.m. EST) on February 28, 2022 (or, in the case of any adjournment of the Meeting, no later than 48 hours (excluding any part of a day that is not a Business Day) before the time appointed for the holding of the adjourned general meeting). If you want to appoint more than one proxy electronically then please contact the Company's registrar using the contact details at note 22.
17. The return of a completed Form of Proxy or the submission of an electronic filing via the share portal service or a proxy instruction via the CREST proxy voting service (as described above) will not prevent a Shareholder from attending the Meeting (or any adjournment thereof) and voting in person if he/she wishes to do so.
18. A Shareholder may change a proxy instruction but to do so you will need to contact the Company's registrar, Link Group. The revocation notice must be received by Link Group by no later than 2:00 p.m. GMT (9:00 a.m. EST) on February 28, 2022 (or, in the case of any adjournment of the Meeting, no later than 48 hours (excluding any part of a day that is not a Business Day) before the time appointed for the holding of the adjourned general meeting). If you attempt to revoke your proxy appointment but the revocation is received after the time specified, your original proxy appointment will remain valid unless you attend the Meeting (or any adjournment thereof) and vote in person.
19. If two or more valid but different instruments of proxy are delivered in respect of the same Ordinary Share for use at the Meeting (or any adjournment thereof) the one which is last validly deposited or received shall be treated as replacing and revoking the other Form of Proxy as regards that Ordinary Share. Which proxy is later will be determined on the basis of which proxy is last sent (or, if the Company is unable to determine which is last sent, last received). Proxies in the same envelope will be treated as sent and received at the same time, to minimise the number of conflicting proxies. If conflicting proxies are sent or received at the same time or if the Company is unable to determine which was sent or received last in respect of (or deemed to be in respect of) an entire holding, none of them shall be treated as valid.
20. Shareholders satisfying the thresholds in section 527 of the Companies Act can require the Company to publish a statement on its website setting out any matter relating to (a) the audit of the Company's accounts (including the auditor's report and the conduct of the audit) that are to be laid before the Meeting; or (b) any circumstances connected with an auditor of the Company ceasing to hold office since the last annual general meeting, that the Shareholders propose to raise at the Meeting. The Company cannot require the Shareholders requesting the publication to pay its expenses. Any statement placed on the website must also be sent to the Company's auditors no later than the time it makes its statement available on the website. The business which may be dealt with at the Meeting includes any such statement that the Company has been required to publish on its website.

21. You may not use any electronic address (within the meaning of section 333(4) of the Companies Act) provided in either this notice of general meeting or any related documents (including the Form of Proxy) to communicate with the Company for any purposes other than those expressly stated.
22. Except as provided above, Shareholders who wish to communicate with the Company in relation to the matters set out in this notice of general meeting, including relating to the completion and/or return of your Form of Proxy, can contact the Company's registrar, Link Group, on +44 (0)371 664 0300. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Alternatively, you may submit a request in writing to PXS 1, Link Group, Central Square, 29 Wellington Street, Leeds, LS1 4DL, United Kingdom or by email to [shareholderenquiries@linkgroup.co.uk](mailto:shareholderenquiries@linkgroup.co.uk). Please note that Link Group cannot provide advice on the merits of the proposals referred to in this document or give any financial, legal or tax advice.
23. The Company may process personal data of attendees and participants at the Meeting. This may include webcasts, photos, recording and audio and video links, as well as other forms of personal data. The Company shall process such personal data in accordance with its privacy policy, which can be found at [www.amrytpharma.com](http://www.amrytpharma.com).
24. Please note that the Company takes all reasonable precautions to ensure no viruses are present in any electronic communication it sends out but the Company cannot accept responsibility for loss or damage arising from the opening or use of any email or attachments from the Company and recommends that Shareholders subject all messages to virus checking procedures prior to use. Any electronic communication received by the Company, including any electronic filing, that is found to contain any virus will not be accepted.
25. As at the Latest Practicable Date the Company's issued share capital consisted of 320,597,972 Ordinary Shares, and the Company did not hold any Ordinary Shares in treasury. Therefore, the total voting rights in the Company as at the Latest Practicable Date was 320,597,972.
26. A copy of this notice of general meeting can be found on the Company's website at [www.amrytpharma.com](http://www.amrytpharma.com).

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## DEFINITIONS AND INTERPRETATION

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References to time of day in this document is to the time of day in London, United Kingdom.

The following words and expressions shall have the following meanings in this document unless the context otherwise requires:

<b>“ADSs”</b>	American Depositary Shares, each representing five Ordinary Shares;
<b>“Board”</b>	the board of directors of the Company;
<b>“Business Day”</b>	a day (not being a Saturday or Sunday) on which banks are open in London for the transaction of normal banking business;
<b>“Companies Act”</b>	the Companies Act 2006, as amended;
<b>“Company”</b>	Amryt Pharma plc, a public limited company incorporated under the laws of England and Wales with registered number 12107859;
<b>“CREST”</b>	the computerised settlement system to facilitate the transfer of title of shares in uncertificated form, operated by Euroclear;
<b>“CREST Manual”</b>	the CREST manual issued by Euroclear;
<b>“CREST Regulations”</b>	the Uncertificated Securities Regulations 2001 (SI 2001/3755);
<b>“December 2020 Report”</b>	the Company’s financial statements, together with the Directors’ and the auditor’s reports thereon, for the period from August 1, 2020 to December 31, 2020;
<b>“Directors”</b>	the directors of the Company from time to time, which as at the date of this document comprise Ray Stafford, Dr. Joseph Wiley, George Hampton, Rajkumar Kannan, Dr. Roni Mamluk, Dr. Alain Munoz, Donald Stern, Dr. Patrick Vink and Stephen Wills;
<b>“Euroclear”</b>	Euroclear UK & International Limited;
<b>“Form of Proxy”</b>	the form of proxy for use at the Meeting enclosed with this document;
<b>“Group”</b>	the Company and each of its direct and indirect subsidiaries from time to time;
<b>“July 2020 Report”</b>	the Company’s financial statements, together with the Directors’ and the auditor’s reports thereon, for the period from incorporation of the Company on July 17, 2019 to July 31, 2020;
<b>“Latest Practicable Date”</b>	January 28, 2022, being the latest practicable date before publication of this document;
<b>“Meeting”</b>	the general meeting of the Company to consider and, if thought fit, approve resolutions 1 to 4, notice of which is set out on page 7 of this document;
<b>“Nasdaq”</b>	the Nasdaq Global Select Market;
<b>“Ordinary Shares”</b>	ordinary shares of £0.06 each in the share capital of the Company;
<b>“Shareholders”</b>	holders of Ordinary Shares and <b>“Shareholder”</b> shall be construed accordingly;

**“UK” or “United Kingdom”**

the United Kingdom of Great Britain and Northern Ireland;

**“uncertificated form”**

recorded on the relevant register of the shares or securities of the company concerned as being held in uncertificated form in CREST and title to which by virtue of the CREST Regulations, may be transferred by means of CREST; and

**“US” or “United States”**

the United States of America, each State thereof (including the District of Columbia), its territories, possessions and all areas subject to its jurisdiction.

## Appendix A

### Form of Share Repurchase Contract

**THIS AGREEMENT** is made on

**BETWEEN:**

- (1) **AMRYT PHARMA PLC** a company registered in England and Wales with company number 12107859 whose registered office is at Dept 920a 196 High Road, Wood Green, London, United Kingdom N22 8HH (the “**Company**”); and
- (2) [●] (the “**Counterparty**”).

**IT IS AGREED** that the Counterparty will purchase on a principal basis interests in ordinary shares in the capital of the Company, nominal value £0.06 per share (the “**Ordinary Shares**”), for subsequent sale and delivery to the Company under the terms of this agreement as follows:

1. Throughout the period of this Agreement, Ordinary Shares will be purchased in the open-market or through privately negotiated transactions and either in the form of Ordinary Shares or American Depositary Shares representing Ordinary Shares (“**ADSs**”) by the Counterparty up to the quantity and purchase price level advised by telephone from an authorised person at the Company (the “**Purchase Price**”), such authorised person(s) to be notified in writing to the Counterparty by the Company from time to time (each an “**Authorised Person**”).
2. Ordinary Shares will be purchased by the Counterparty in accordance with all applicable laws and regulations, including (without limitation) in accordance with:
  - (a) the volume limitations of Rules 10b-18(b)(4) and 10b-18(c)(2) of the Securities Exchange Act of 1934, as may be amended or superseded from time to time (the “**Exchange Act**”). The maximum value of Ordinary Shares, at acquisition cost, to be purchased under this programme will be advised to the Counterparty by an Authorised Person from time to time following the execution of this Agreement;
  - (b) the timing conditions of Rules 10b-18(b)(2) and 10b-18(c)(1) of the Exchange Act, as may be amended or superseded from time to time; and
  - (c) the price conditions of Rule 10b-18(b)(3) of the Exchange Act, as may be amended or superseded from time to time.
3. All purchases will be effected pursuant to Rule 10b-18 of the Exchange Act, as may be amended or superseded from time to time, from or through only one broker or dealer on any single day or as otherwise allowed by Rule 10b-18(b)(1) of the Exchange Act, as may be amended or superseded from time to time.
4. Purchases may be made on any national securities exchange, electronic communication network (ECN), alternative trading system (ATS) or in over-the-counter (OTC) transactions or through privately negotiated transactions.
5. Before purchases commence under this Agreement, the Company will have officially disclosed the repurchase programme to the public.
6. The Company represents that the purchases of Ordinary Shares by the Counterparty pursuant to the terms of this Agreement will not violate or contravene any legal, regulatory

or contractual restriction applicable to the Company or the Ordinary Shares, including Section 10(b) and Rule 10b-5 of the Exchange Act.

7. Daily purchase information will be provided to the Company by phone or e-mail, and trade confirmations will be sent by e-mail on each relevant trade date.
8. Purchases of Ordinary Shares in accordance with the instructions contained herein, will commence on the date to be agreed between the Company and the Counterparty.
9. Notices for the attention of the Company shall be sent to [●] (or such other person(s) as notified in writing to the Counterparty by the Company) at the address and/or email address (as applicable) notified in writing to the Counterparty by the Company.
10. Notices for the attention of the Counterparty shall be sent to the address notified in writing to the Company by the Counterparty.
11. The Counterparty shall (including, without limitation, by liaising with Citibank N.A. (or its successor or assign) as depository for the ADSs (the “**Depository**”) and/or Link Market Services Limited (or its successor or assign) as registrar to the Company (the “**Registrar**”)) procure that any Ordinary Share to be sold by the Counterparty to the Company is withdrawn from the custodian for the Depository (where held in the form of ADSs) and/or withdrawn from the UK CREST system and the Company receives the Ordinary Share in record form (a “**Record Share**”).
12. In accordance with Paragraph 11, the Counterparty shall sell, and the Company shall purchase, such Record Shares. Such purchase(s) shall be (a) settled within [●] business days from the date that the Counterparty acquires the Ordinary Shares upon the settlement of its purchase(s) pursuant to Paragraph 1 and (b) on the same terms as the purchase(s) were effected by the Counterparty pursuant to Paragraph 1. Following such purchase and delivery, the Company shall be registered as the record holder of such Record Shares, or such Record Shares shall otherwise be cancelled. The Company shall be responsible for any stamp duty that is due in respect of the purchase of Record Shares from the Counterparty.
13. The Counterparty shall deliver to the Depository and/or the Registrar any documents as may be necessary or as may be reasonably requested by the Depository and/or the Registrar to give effect to the purchase, delivery, registration or cancellation of any Record Shares to the Company in accordance with the terms of this letter.
14. The Company will pay for any and all Record Shares purchases by it in accordance with Paragraph 12 above by wiring funds to the bank account of the Counterparty or other designee by no later than the date of delivery of Record Shares or such other date as may be agreed between the Company and the Counterparty. Any commission payable by the Company in respect of the delivery of Record Shares shall be agreed in writing from time to time between the Company and the Counterparty, and shall be paid to the Counterparty by the Company on delivery of Record Shares or such other date as may be agreed between the Company and the Counterparty. The relevant bank account details of the Counterparty shall be notified to the Company by the Counterparty in writing from time to time.
15. The Company reserves the right to instruct the Counterparty to suspend purchases at any time, without prejudice to the settlement of purchases effected by the Counterparty prior to the receipt of notice of such suspension. Notification of suspension will be communicated directly to the Counterparty via email or such other methods as are agreed between the Company and the Counterparty. The Company agrees that purchases shall not be made at any time when, for legal and regulatory reasons, it would be inappropriate for the Counterparty or the Company to effect such purchases.

16. The Counterparty represents that it has established reasonable policies and procedures to ensure that its agents and representatives responsible for executing purchases of Ordinary Shares pursuant to this Agreement will not violate materially the federal insider trading laws and will use good faith efforts to comply with the requirements of Rule 10b-18.
17. The Counterparty and the Company each acknowledge and agree that:
  - (a) prior to an acquisition by the Company under Paragraph 12 hereof, the Company shall not acquire, nor have any legal or beneficial interest in, any Ordinary Share purchased by the Counterparty pursuant to this Agreement;
  - (b) nothing in this Agreement is or shall constitute a party acting as the agent of the other for any purpose. Neither party shall describe itself as an agent or in any way hold itself out as being an agent of the other; and
  - (c) the Counterparty shall act as principal in respect of its acquisition of the Ordinary Shares and shall effect purchases of shares hereunder in “riskless principal transactions” as defined in Rule 10b-18(a)(12) of the Exchange Act.
18. This Agreement will be governed by and construed in accordance with the internal laws of the State of New York.
19. This Agreement may not be assigned by any party without the prior written consent of the other party.
20. This Agreement is binding on, and inures to the benefit of, the parties and their respective permitted successors and assigns.
21. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
22. If any provision of this Agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. Without limiting the foregoing, any reference herein to a specific rule under the Exchange Act shall be deemed to reference any successor rule if applicable. All other provisions of this Agreement will continue and remain in full force and effect.
23. This Agreement may be terminated by either party at any time, and with immediate effect, upon written notice from one party to the other by overnight mail, or email, at the addresses previously notified by the other party.

Signed by **AMRYT PHARMA PLC** ) .....  
 ) Name  
 ) Title

Signed by [●] ) .....  
 ) Name  
 ) Title

## Appendix B

### Form of Rule 10b-5 Share Repurchase Contract

**REPURCHASE PLAN**, dated

(the “**Repurchase Plan**”)

**BETWEEN:**

- (1) **AMRYT PHARMA PLC** a company registered in England and Wales with company number 12107859 whose registered office is at Dept 920a 196 High Road, Wood Green, London, United Kingdom N22 8HH (the “**Company**”); and
- (2) [●] (the “**Counterparty**”).

Capitalised terms used and not otherwise defined in the body of this Repurchase Plan shall have the meaning given to such terms in Exhibit A hereto, which is incorporated herein and made part of this Repurchase Plan.

**BACKGROUND:**

- (A) The Company desires to establish this Repurchase Plan to purchase its Ordinary Shares, nominal value £0.06 per share (the “**Ordinary Shares**”); and
- (B) The Company desires to purchase Ordinary Shares from the Counterparty in accordance with this Repurchase Plan:

**NOW, THEREFORE**, the Company and the Counterparty hereby agree as follows:

1. The parties shall agree in writing in a form substantially as set forth on Exhibit A hereto certain terms in respect of the proposed repurchase prior to the commencement of transactions contemplated by this Repurchase Plan, but no transactions shall occur sooner than thirty days after the announcement of this Repurchase Plan.
2. During the Trading Period, the Counterparty shall purchase as principal Ordinary Shares either in the form of Ordinary Shares or in the form of American Depositary Shares representing Ordinary Shares (“**ADSs**”) having a maximum aggregate value of no more than the Total Repurchase Amount. On each day (each, a “**Trading Day**”) during the Trading Period on which the Nasdaq Global Select Market (the “**Exchange**”) is open for trading the Counterparty shall purchase that number of Ordinary Shares in the form of ADSs having an aggregate value of up to the Maximum Amount, plus or minus up to \$1,000, using its reasonable efforts to purchase such Ordinary Shares at a price equal to the volume weighted average price for such day’s trading session. Notwithstanding the foregoing, the Counterparty shall not purchase any Ordinary Shares at a price exceeding the Limit Price.
3. If, consistent with ordinary principles of best execution or for any other reason, the Counterparty cannot purchase the Maximum Amount on any Trading Day, then the amount of such shortfall may be purchased as soon as practicable on the immediately succeeding Trading Day and on each subsequent Trading Day as is necessary to purchase such shortfall consistent with ordinary principles of best execution; provided that in no event may the amount of such shortfall be purchased later than the fourth business day after such Trading Day.
4. Nevertheless, if any such shortfall exists after the close of trading on the last Trading Day of the Trading Period, the Counterparty’s authority to purchase such shares under this Repurchase Plan shall terminate.

5. The Counterparty may make purchases pursuant to this Repurchase Plan in the open market or through privately negotiated transactions. The Counterparty agrees to comply with the manner of purchase requirements of paragraphs (b)(2), (b)(3) and (b)(4) of Rule 10b-18 under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), in effecting any purchase of Ordinary Shares in the open market pursuant to this Repurchase Plan. The Company agrees not to take any action that would cause any purchase in the open market not to comply with Rule 10b-18, Rule 10b5-1 or Regulation M, nor to attempt to influence when or whether purchases are made by the Counterparty.
6. The Counterparty shall (including, without limitation, by liaising with Citibank N.A. (or its successor or assign) as depositary for the ADSs (the “**Depositary**”) and/or Link Market Services Limited (or its successor or assign) as registrar to the Company (the “**Registrar**”)) procure that any Ordinary Share to be sold by the Counterparty to the Company is withdrawn from the custodian for the Depositary (where held in the form of ADSs) and/or withdrawn from the UK CREST system and the Company receives the Ordinary Share in record form (a “**Record Share**”).
7. In accordance with Paragraph 6, the Counterparty shall sell, and the Company shall purchase all such Record Shares. Such purchase(s) shall be (a) settled within [●] business days from the date that the Counterparty acquires the Ordinary Shares upon the settlement of its purchase(s) pursuant to Paragraph 2 and (b) on the same terms as the purchase(s) were effected by the Counterparty pursuant to Paragraph 2. Following such purchase and delivery, the Company shall be registered as the record holder of such Record Shares or such Record Shares shall otherwise be cancelled. The Company shall be responsible for any stamp duty that is due in respect of the purchase of Record Shares from the Counterparty. The Counterparty shall deliver to the Depositary and/or the Registrar any documents as may be necessary or as may be reasonably requested by the Depositary and/or the Registrar to give effect to the purchase, delivery, registration or cancellation of any Record Shares to the Company in accordance with the terms of this letter.
8. The Company will pay for any Record Shares purchased by it in accordance with Paragraph 7 above by wiring funds to the bank account of the Counterparty or other designee by no later than the date of delivery of the Record Shares or such other date as may be agreed between the Company and the Counterparty. Any commission payable by the Company in respect of the delivery of Record Shares shall be set forth on Exhibit A, and shall be paid to the Counterparty by the Company on delivery of the Record Shares or such other date as may be agreed between the Company and the Counterparty. The relevant bank account details of the Counterparty or its designee shall be notified to the Company by the Counterparty in writing from time to time.
9. The Repurchase Plan shall terminate upon the earliest of:
  - (a) the repurchase of the Total Repurchase Amount contemplated by the Repurchase Plan, as set forth in Paragraph 2;
  - (b) the close of business on the last day of the Trading Period;
  - (c) the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganisation or other relief under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official, or the taking of any corporate action by the Company to authorise or commence any of the foregoing; and

- (d) the public announcement of a tender or exchange offer for the Ordinary Shares or of a merger, scheme of arrangement, acquisition, recapitalisation or other similar business combination or transaction as a result of which the Ordinary Shares would be exchanged for or converted into cash, securities or other property.

Upon termination of this Repurchase Plan, the Counterparty shall immediately suspend executing purchases pursuant to this Repurchase Plan. Notwithstanding anything herein to the contrary, this Agreement shall terminate if, at any time, any trade contemplated hereunder shall result in a violation under the applicable securities laws.

10. The Company confirms that, on the date hereof that:

- (a) it is not aware of material, non-public information with respect to the Company or the Ordinary Shares;
- (b) it is entering into this Repurchase Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 under the Exchange Act or other applicable securities laws;
- (c) it understands the proscriptions of Rule 10b5-1 in respect of offsetting and hedging transactions;
- (d) it will not disclose to any persons at the Counterparty effecting purchases under the Repurchase Plan any information regarding the Company that might influence the execution of the Repurchase Plan; and
- (e) it will inform the Counterparty as soon as possible of any subsequent legal or contractual restrictions affecting the execution of the Repurchase Plan by the Counterparty or by the Company and of the occurrence of any event that would cause the Repurchase Plan to end or be suspended as contemplated in Paragraph 11.

11. If the Counterparty must suspend purchases of Ordinary Shares under this Repurchase Plan on a particular day for any of the following reasons (any such reason, a “**Blackout**”):

- (a) a day specified by the Repurchase Plan is not a day on which the ADSs trade regular way on the Exchange;
- (b) trading of the ADSs on the Exchange is suspended for any reason;
- (c) the Counterparty cannot effect a purchase of Ordinary Shares due to legal, regulatory or contractual restrictions applicable to it or to the Company (including without limitation, Regulation M, Rule 10b-5 or Rule 10b-18); or
- (d) the Counterparty has received a Suspension Notice (as defined in Paragraph 12 below) from the Company in accordance with Paragraph 12 below,

then the Counterparty will resume purchases in accordance with this Agreement on the next day specified in the Repurchase Plan after the condition causing the suspension of purchases has been resolved, or in the event of a suspension caused by the receipt of a Suspension Notice from the Company, receipt of notice from the Company requesting that the Counterparty resumes purchases pursuant to this Repurchase Plan. Any purchases that would have been executed in accordance with the terms of this Repurchase Plan but are not executed due to the existence of a Blackout shall be deemed to be cancelled and shall not be effected pursuant to this Repurchase Plan.

12. The Counterparty agrees that if the Company enters into a transaction that results, in the Company's good faith determination, in the imposition of trading restrictions on the Company, and if the Company shall provide the Counterparty prior notice (a "**Suspension Notice**"), then the Counterparty will cease effecting purchases under this Repurchase Plan until notified by the Company that such restrictions have terminated. Any Suspension Notice shall be delivered pursuant to Paragraph 20 and shall indicate the anticipated duration of the suspension, but shall not include any other information about the nature of such suspension or its applicability to the Company and shall not in any way communicate any material non-public information about the Company or its securities to the Counterparty.
13. It is the intent of the Company and the Counterparty that this Repurchase Plan comply with the requirements of Rule 10b5-1(c)(1)(i)(B) and Rule 10b-18 under the Exchange Act, and this Repurchase Plan shall be interpreted to comply with the requirements thereof.
14. The Counterparty represents that it has established reasonable policies and procedures to ensure that its agents and representatives responsible for executing purchases of Ordinary Shares pursuant to this Repurchase Plan will not violate the insider trading laws and will comply with the requirements of Rule 10b-18 and Rule 10b5-1(c)(2) of the Exchange Act.
15. The Counterparty hereby represents and warrants that it will be in compliance with all laws and regulations pursuant to this Repurchase Plan in purchasing Ordinary Shares pursuant to this Repurchase Plan.
16. The number of Ordinary Shares, together with other share amounts and prices, if applicable, as set forth in Paragraph 2 shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Ordinary Shares, change in the Ordinary Share to ADS ratio or any change in capitalisation with respect to the Company that occurs during the term of this Repurchase Plan.
17. Except as otherwise set forth in this Repurchase Plan, the Company acknowledges and agrees that it does not have authority, influence or control over any purchase executed by the Counterparty pursuant to this Repurchase Plan. The Counterparty agrees not to seek advice from the Company with respect to the manner in which it executes purchases under this Repurchase Plan.
18. The Counterparty agrees to maintain the confidentiality of this Repurchase Plan, including the terms of Exhibit A hereof.
19. The Counterparty and the Company each acknowledges and agrees that:
  - (a) prior to any acquisition by the Company pursuant to Paragraph 7, the Company shall not acquire, nor have any legal or beneficial interest in, any Ordinary Shares purchased by the Counterparty pursuant to this Repurchase Plan;
  - (b) nothing in this Repurchase Plan is or shall constitute a party acting as the agent of the other for any purpose. Neither party shall describe itself as an agent or in any way hold itself out as being an agent of the other; and
  - (c) the Counterparty shall act as principal in respect of its acquisition of Ordinary Shares and shall effect purchases of Ordinary Shares hereunder in "riskless principal transactions" as defined in Rule 10b-18(a)(12) of the Exchange Act.

20. All notices given by the parties under this Repurchase Plan will be as follows:
- (a) If to the Counterparty:
    - Address:
    - Attention:
    - Email address:
  
  - (b) If to the Company:
    - Address:
    - Attention:
    - Email address:
21. The Counterparty shall provide information regarding purchases of Ordinary Shares daily to the Company by phone or email followed by trade details via email, or such other methods as are agreed between the Company and the Counterparty. The Counterparty also shall email a trade confirmation to the Company on each trade and provide summaries of trades on a daily basis via email as provided in Paragraph 20. Names, phone numbers and email addresses for Company contacts may be changed by the Company by written notice to the Counterparty in accordance with Paragraph 20. Other reports and information shall be provided at such times and with such frequency as are agreed between the Company and the Counterparty.
22. Indemnification and Limitation on Liability.
- 22.1. Each party agree to indemnify and hold each other (and their directors, officers, employees and affiliates) harmless from and against all claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of or attributable to: (i) any material breach by the other party of this Repurchase Plan (including a party's representations and warranties), and (ii) any violation by a party of applicable laws or regulations; provided, however, that each party shall have no indemnification obligations in the case of gross negligence, fraud or willful misconduct of the other party or any other indemnified person. This indemnification shall survive the termination of this Repurchase Plan.
  - 22.2. Notwithstanding any other provision herein, neither party shall be liable to the other for: (i) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages or any kind, including but not limited to lost profits, lost savings, or loss of use of facility or equipment, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, and even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen, or (ii) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as "acts of God".
  - 22.3. Company acknowledges and agrees that Counterparty has not provided Company with any tax, accounting or legal advice with respect to this Repurchase Plan, including whether Company would be entitled to any affirmative defences.
23. This Repurchase Plan will be governed by and construed in accordance with the internal laws of the State of New York and may be modified or amended only by written agreement signed by the parties hereto and provided that any such modification or amendment shall only be permitted at a time when the Company is not aware of any material non-public

information concerning the Company or its securities. In the event of a modification or amendment to this Repurchase Plan, no purchases shall be effected during the ten business days immediately following such modification or amendment (other than purchases already provided for in this Repurchase Plan prior to modification or amendment). For the avoidance of doubt, the foregoing requirements applicable to modifications and amendments shall not apply to a termination of this Repurchase Plan.

24. This Repurchase Plan may not be assigned by any party without the prior written consent of the other party.
25. This Repurchase Plan is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
26. The Repurchase Plan may be signed in counterparts, each of which will be an original.
27. The Repurchase Plan and any attachment together constitute the entire agreement between the Company and the Counterparty and supersede any prior agreements or understandings regarding the Repurchase Plan.
28. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
29. If any provision of this Agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. Without limiting the foregoing, any reference herein to a specific rule under the Exchange Act shall be deemed to reference any successor rule if applicable. All other provisions of this Agreement will continue and remain in full force and effect.
30. This Agreement may be terminated by either party at any time, and with immediate effect, upon written notice from one party to the other by overnight mail, or email, at the addresses previously notified by the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Repurchase Plan as of the date first written above.

**AMRYT PHARMA PLC**

By:.....

Name:

Title:

Acknowledged and Agreed:

By:.....

Name:

Title:

## EXHIBIT A

The Counterparty and the Company shall hereby agree that the following terms shall have the following meanings:

“**Limit Price**” shall mean a per ADS price of US\$ \_\_\_\_\_;

“**Maximum Amount**” is the maximum purchase amount in a single trading day and shall mean US\$ \_\_\_\_\_;

“**Trading Period**” shall mean the period commencing on \_\_\_\_\_ and terminating at close of business on \_\_\_\_\_;

“**Total Repurchase Amount**” is the maximum aggregate purchase amount in the Trading Period and shall mean US\$ \_\_\_\_\_.

Commission paid under this Repurchase Plan shall equal US\$ \_\_\_\_\_ per Record Share to the Company.